

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

10 NATIONAL FAIR HOUSING ALLIANCE;
11 FAIR HOUSING CENTER OF
12 METROPOLITAN DETROIT; FAIR
13 HOUSING JUSTICE CENTER; FAIR
14 HOUSING RIGHTS CENTER IN
15 SOUTHEASTERN PENNSYLVANIA; HOPE
FAIR HOUSING CENTER; LEXINGTON
FAIR HOUSING COUNCIL; LONG ISLAND
HOUSING SERVICES; METROPOLITAN
MILWAUKEE FAIR HOUSING COUNCIL;
OPEN COMMUNITIES; and SOUTH
SUBURBAN HOUSING CENTER.

No. 2:20-cv-01586-JLR-TLF

SETTLEMENT AGREEMENT

17 Plaintiffs,
18 v.
19 REDFIN CORPORATION,
Defendant.

This Settlement Agreement (the “Agreement”) is entered into by and between plaintiffs National Fair Housing Alliance (“NFHA”), Fair Housing Center of Metropolitan Detroit, Fair Housing Justice Center, Fair Housing Rights Center in Southeastern Pennsylvania, Hope Fair Housing Center, Lexington Fair Housing Council, Long Island Housing Services, Metropolitan Milwaukee Fair Housing Council, Open Communities, and South Suburban Housing Center (collectively, “Plaintiffs”), and defendant Redfin Corporation (“Redfin”) (each, a “Party,” and together, the “Parties”).

SETTLEMENT AGREEMENT
(No. 2:20-cv-01586-JLR-TLF) - 1

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1 SECTION I

2 **RECITALS**

3 A. On October 28, 2020, Plaintiffs filed a lawsuit against Redfin captioned *National
4 Fair Housing Alliance, et al. v. Redfin Corporation*, Western District of Washington No. 2:20-
5 cv-01586-JLR-TLF (the “Action”), alleging violations of the federal Fair Housing Act, 42
6 U.S.C. § 3601 *et seq.* (the “FHA”), and seeking declaratory relief, injunctive relief, and damages.

7 B. Plaintiffs and Redfin have decided to voluntarily resolve the claims Plaintiffs
8 asserted in the Action. They agree that this Agreement, as a compromise to avoid protracted
9 expenses and litigation, reflects a full and fair resolution of the disputes between the Parties.

10 C. Plaintiffs and Redfin jointly request that the Court retain jurisdiction to enforce
11 the terms of this Agreement. The retention of jurisdiction is a material term of this Agreement.

12 **BASED ON THE FOREGOING, ALL PARTIES STIPULATE AND AGREE** that
13 all claims asserted, or that could have been asserted, in the Action will be compromised, settled,
14 released, and dismissed according to the terms of this Agreement, as follows:

15 SECTION II

16 **DEFINITIONS**

17 1. As used in this Agreement, the following terms will have the following meanings:

18 a. “Business Market” refers to Redfin’s service area within a particular
19 geographic region or metropolitan area. “Business Markets” may be subdivided into smaller
20 geographic areas referred to as Redfin “Service Regions.” Some larger Redfin Business Markets
21 are first subdivided into “Business Areas” before being further subdivided into Service Regions.

22 b. “Buy-side” refers to residential real estate brokerage services provided to
23 buyers of homes.

24 c. “Complaint” refers to the Complaint Plaintiffs filed in the Action on
25 October 28, 2020.

26 d. “Minimum Home Price” refers to Redfin’s static minimum home price
27 below which neither Redfin nor its Partner Program provides residential real estate service.

1 e. “Non-White,” when used to refer to people, means all people who are not
2 White Non-Hispanic people according to U.S. Census data.

3 f. “Partner Agents” refers to real estate agents whose real estate licenses are
4 affiliated with other real estate brokerages and who are neither Redfin employees nor Redfin
5 independent contractors, but who receive referrals from Redfin to provide residential real estate
6 service to people through Redfin’s Partner Program.

7 g. “Partner Program” refers to Redfin’s program for referring people to real
8 estate agents whose real estate licenses are affiliated with other real estate brokerages and who
9 are neither Redfin employees nor Redfin independent contractors, but who have referral
10 agreements with Redfin or are affiliated with real estate brokerages that have referral agreements
11 with Redfin.

12 h. “Redfin Price Thresholds” refers to Redfin’s dynamic home-price-based
13 system for managing demand and profitability, which Redfin periodically sets by Service Region
14 and which determines whether Redfin will offer residential real estate service through its
15 employee agents.

16 i. “Partner Program Price Thresholds” refers to Redfin’s dynamic home-
17 price-based system for managing demand and profitability within its Partner Program, which
18 Redfin periodically sets by Service Region and which determines whether Redfin will offer
19 Partner Agent referrals.

20 j. “Service Commitment” refers to Redfin’s agreement to offer Buy-side
21 service to an agreed proportion of people expressing interest in homes listed below the Target
22 Price in ten metropolitan areas, as described in Section V below.

23 k. “Service Regions” refers to geographic subsets of Redfin’s Business
24 Markets.

25 l. “Side Letter” refers to the letter executed by NFHA and Redfin
26 contemporaneous with their execution of this Agreement, which identifies the counties in which
27 Redfin’s Service Commitment applies and specifies the initial Target Price for each county.

m. "Target Price" refers to the price shown on the Side Letter for each of the counties in which Redfin's Service Commitment applies.

n. "White," when used to refer to people, means all people who are White Non-Hispanic people according to U.S. Census data.

SECTION III

TERM AND SCOPE OF AGREEMENT

7 2. All obligations under this Agreement, unless otherwise specified, will commence
8 on the date the Court dismisses the Action and retains jurisdiction to enforce the terms of this
9 Agreement (“Effective Date”) and, unless stated otherwise, will remain in effect for a period of
10 three years beginning from the date Redfin notifies Plaintiffs in writing that it has completed all
11 of the following: (1) fully implemented the Service Commitment described in Section V below,
12 (2) fully implemented the Redfin Price Threshold monitoring system described in Section IV(C)
13 below, (3) adopted the criteria for drawing new Service Regions described in Section IV(D)
14 below, and (4) adopted the fair housing training described in Section IV(G)(iv) below, provided
15 that if NFHA fails to deliver the required training materials within the timeframe set out in
16 Paragraph 27, the three-year period specified in this Paragraph will begin running when Redfin
17 notifies Plaintiffs in writing that it has completed items (1) through (3), specified above.

18 3. This Agreement will be binding on the Parties, including their respective
19 employees, agents, representatives, officers, assigns, or successors in interest, unless otherwise
20 specified. The Parties do not intend to create any third-party beneficiaries to this Agreement.

SECTION IV

NATIONAL OPERATIONAL CHANGES AND ENHANCEMENTS

A. Elimination of Minimum Home Price

24 4. Beginning one month after the Effective Date, and for a period of five years
25 thereafter, Redfin shall eliminate the use of a Minimum Home Price below which it will not offer
26 either Redfin or Partner Program residential real estate service on its website.

1 **B. Partner Program**

2 5. Beginning three months after the Effective Date, and for a period of five years
 3 thereafter, Redfin shall eliminate the use of Partner Program Price Thresholds. Redfin will not
 4 decline to refer a person to a Partner Agent because the home about which the person has
 5 inquired is below a certain price.

6 6. Redfin shall ensure that its contracts with Partner Program participants require
 7 compliance with the FHA and applicable state and local housing laws prohibiting discrimination.

8 **C. Redfin Price Threshold Monitoring System**

9 7. Redfin may continue to use Redfin Price Thresholds to determine whether
 10 requests for real estate services from Redfin will be assigned to Redfin employee agents. Redfin
 11 will design, test, and implement a Redfin Price Threshold monitoring and alert system. The
 12 Redfin Price Threshold monitoring and alert system will be designed to allow Redfin to identify
 13 and address, in the manner described in Paragraph 8, instances in which Redfin Price Thresholds
 14 in predominantly Non-White Service Regions (i.e., where more than 50 percent of the residents
 15 within the Service Region boundaries, according to U.S. Census data, are Non-White) exceed
 16 those in predominantly White Service Regions (i.e., where more than 50 percent of the residents
 17 within the Service Region boundaries, according to U.S. Census data, are White) located within
 18 the same Business Market or Business Area.

19 8. As part of the Redfin Price Threshold monitoring system, Redfin will (a) develop
 20 objective criteria by which to identify and evaluate Redfin Price Threshold divergences; (b)
 21 establish a set of potential corrective actions to address Redfin Price Threshold divergences
 22 where the objective criteria recommend corrective action; (c) implement corrective action
 23 according to the objective criteria; and (d) document any corrective actions taken or not taken,
 24 and the criteria Redfin applied in deciding whether to take corrective action. Redfin shall
 25 implement subparts (a) through (d) with the purpose and intent of creating a system in which
 26 buyers seeking homes in predominantly Non-White Service Regions have an equal opportunity
 27 to obtain service from a Redfin employee agent as buyers seeking homes of the same price in

1 predominantly White Service Regions in the same Business Market or Business Area at the same
 2 time.

3 9. Redfin will implement the Redfin Price Threshold monitoring system and
 4 corrective action plan within one year of the Effective Date. Before implementation (and within
 5 six months of the Effective Date), Redfin will present the proposed Redfin Price Threshold
 6 monitoring system and corrective action plan to NFHA, as Plaintiffs' representative. The
 7 presentation will include: (a) the objective criteria Redfin will use to identify and evaluate
 8 Redfin Price Threshold divergences; (b) the corrective actions Redfin may take to address Redfin
 9 Price Threshold divergences, as well as the circumstances in which corrective actions will be
 10 taken; and (c) a summary of Redfin's initial modeling and/or testing of the proposed system and
 11 corrective action plan. Redfin will consider in good faith requests by NFHA for additional
 12 information relating to Redfin's development of the Redfin Price Threshold monitoring system
 13 and corrective action plan. Within thirty days of Redfin's presentation, Plaintiffs may provide
 14 suggestions or recommendations, which Redfin will consider in good faith before implementing
 15 the Redfin Price Threshold monitoring system.

16 10. Redfin will report to NFHA and meet with NFHA, as Plaintiffs' representative,
 17 regarding implementation of the Redfin Price Threshold monitoring system. Redfin will provide
 18 the initial report to NFHA and meet with NFHA approximately six months after the date on
 19 which the Redfin Price Threshold monitoring system is first implemented. Redfin's report will
 20 include data sufficient to identify all Redfin Price Thresholds that were in place, along with the
 21 dates on which they were in place, during the reporting period, within the Service Regions
 22 located within the ten metropolitan areas discussed in the Complaint. Following the initial report
 23 and meeting, Redfin will provide annual reports to NFHA covering the previous year and meet
 24 with NFHA within thirty days before the first, second, and third anniversaries of the date on
 25 which Redfin first implements the Redfin Price Threshold monitoring system. Redfin shall
 26 provide NFHA with its reports at least sixty days before meeting with NFHA. Within ten days
 27 of receiving a report, NFHA may request Redfin's documentation regarding corrective actions

1 taken or not taken, and the criteria Redfin applied in deciding whether to take corrective action,
 2 with regard to specific instances of divergence that the objective criteria referenced in
 3 Paragraphs 8 and 9, above, identify as potentially subject to corrective action. NFHA may
 4 request such documentation as to no more than ten percent (10%) of such identified divergences
 5 within each of the ten metropolitan areas discussed in the Complaint, provided, however, that
 6 NFHA shall in all events have the right to request Redfin's documentation with respect to no
 7 fewer than five such divergences within each of the ten areas. Redfin will provide the requested
 8 information within forty-five days of receiving a request pursuant to this Paragraph.

9 11. If Redfin determines during the Agreement term that it must implement material
 10 changes to the Redfin Price Threshold monitoring system and corrective action plan, Redfin will
 11 present the proposed changes to NFHA, as Plaintiffs' representative. Within thirty days of
 12 Redfin's presentation, Plaintiffs may provide suggestions or recommendations, which Redfin
 13 will consider in good faith before implementing changes to the Redfin Price Threshold
 14 monitoring system and corrective action plan.

15 D. **Service Regions**

16 12. Redfin Market Managers must obtain approval, at the Director level or above
 17 within Redfin's organizational hierarchy, before drawing new Service Regions or re-drawing
 18 existing Service Regions.

19 13. Redfin will use only, though not necessarily all, the following criteria when
 20 drawing new Service Regions: housing density (i.e., the number and type of residential
 21 properties in an area), listing density (i.e., the number and type of residential properties listed for
 22 sale in an area), square mileage, traffic patterns and traffic infrastructure, estimated demand for
 23 services on or after the Effective Date, estimated travel times, natural geographic boundaries, and
 24 jurisdictional or census boundaries (i.e., state, city, or county lines, U.S. Census tracts, or U.S.
 25 Census block groups). Redfin will also apply the criteria to any existing Service Regions whose
 26 boundaries it re-draws.

27

1 14. Redfin will implement the new Service Region drawing criteria within one year of
 2 the Effective Date.

3 15. If Redfin chooses during the Agreement term to revise its new Service Region
 4 drawing criteria, Redfin will present the proposed revised Service Region drawing criteria to
 5 NFHA, as Plaintiffs' representative. Within thirty days of Redfin's presentation, Plaintiffs may
 6 provide suggestions or recommendations regarding the revised criteria, which Redfin will
 7 consider in good faith before implementing any revisions. During the term of the Agreement,
 8 Redfin will provide NFHA, as Plaintiffs' representative, on an annual basis, a map of any newly
 9 drawn or re-drawn Service Regions within the ten metropolitan areas discussed in the Complaint.
 10 Redfin will provide the maps on the first, second, and third anniversaries of the date on which
 11 Redfin implements the new Service Region drawing criteria.

12 16. Absent a request from an agent, Redfin will not base an agent's Service Region
 13 assignment on the agent's home address when assigning the agent to a Service Region within the
 14 agent's home Business Market. In making Service Region assignments, Redfin may consider,
 15 among other factors, an agent's ability to travel to the Service Region.

16 ***E. Outreach and Recruiting Plan***

17 17. Redfin will develop and implement a written outreach, recruiting, and advertising
 18 plan for recruitment and hiring of Redfin employee agents, and for contracting with independent
 19 contractor agents ("Associate Agents") and Partner Agents, designed to increase racial diversity
 20 within the Redfin employee agent, Associate Agent, and Partner Agent workforce (the "Outreach
 21 and Recruitment Plan"). The Outreach and Recruitment Plan will include the following
 22 components:

23 a. Redfin will build ongoing relationships with associations of Non-White
 24 real estate professionals, including national and local chapters of the National Association of
 25 Real Estate Brokers (NAREB), the National Association of Hispanic Real Estate Professionals
 26 (NAHREP), and the Asian Real Estate Association (AREAA). NFHA will assist Redfin in
 27 developing relationships with these organizations.

1 b. Redfin will use recruitment methods that build upon these relationships,
2 including tools such as:

3 (i) participating in job fairs and other recruitment opportunities that
4 will reach potential applicants of color, including at historically black colleges and universities
5 (HBCUs) and through NAREB, NAHREP, and AREAA;

6 (ii) recruiting from realty firms in Redfin Business Markets owned by
7 Non-White persons or that have a racially diverse group of affiliated agents/brokers or are
8 members of NAREB, NAHREP, and/or AREAA;

9 (iii) having Redfin personnel attend real estate industry events, serve
10 on committees, and participate in activities sponsored by NAREB, NAHREP, and/or AREAA;

11 (iv) seeking to increase racial diversity at executive and policy-making
12 levels within Redfin.

13 c. Redfin will support and partner with programs that promote racial
14 diversity within the residential real estate industry, such as educational and mentoring programs,
15 scholarships, workshops, internships, conferences, and other similar education and outreach
16 initiatives.

17 d. Redfin will evaluate existing recruiting marketing campaigns to ensure
18 they are designed to create a racially diverse pool of Redfin employee agent, Associate Agent,
19 and Partner Agent candidates.

20 18. Redfin will implement the Outreach and Recruitment Plan within one year of the
21 Effective Date. Before implementation, and within six months of the Effective Date, Redfin will
22 present the proposed Outreach and Recruitment Plan to NFHA, as Plaintiffs' representative.
23 Within thirty days of Redfin's presentation, Plaintiffs may provide suggestions or
24 recommendations, which Redfin will consider in good faith before implementing the Outreach
25 and Recruitment Plan.

26 19. During the term of the Agreement, Redfin will provide NFHA, as Plaintiffs'
27 representative, an annual report describing what specific steps were taken to implement the

1 Outreach and Recruitment Plan during the previous year. Redfin will determine the form of its
 2 reporting but will consider in good faith any additional requests by Plaintiffs for specific
 3 information relating to Redfin's implementation of the Outreach and Recruitment Plan. Redfin
 4 will provide the reports on the first, second, and third anniversaries of the date on which it
 5 implements the Outreach and Recruitment Plan.

6 ***F. Advertising Plan***

7 20. Within six months of the Effective Date, Redfin will adopt and implement an
 8 advertising plan ("Advertising Plan") that promotes Redfin's services to prospective sellers and
 9 buyers of homes in Non-White communities.

10 21. The Advertising Plan will provide that advertising and marketing materials will
 11 use racially diverse human models where human models are used in advertising, and that Redfin
 12 will not target advertising with racially diverse human models only to Non-White consumers or
 13 media sources with predominantly Non-White viewers/readers. Redfin agrees to comply with
 14 the U.S. Department of Housing and Urban Development's Advertising Guidelines, Appendix I
 15 to Part 109, including Section 109.30(b).

16 22. Before implementation, and within three months of the Effective Date, Redfin
 17 will present the Advertising Plan to NFHA, as Plaintiffs' representative. Within thirty days of
 18 Redfin's presentation, Plaintiffs may provide suggestions or recommendations, which Redfin
 19 will consider in good faith before implementing the Advertising Plan.

20 ***G. Fair Housing Act Compliance: Non-Discrimination, Fair Housing Policies,***
 21 ***and Fair Housing Training***

22 ***i. Non-Discrimination Commitment***

23 23. Redfin reaffirms its commitment not to discriminate on the basis of race or
 24 national origin as prohibited by the FHA, 42 U.S.C. § 3601, *et seq.*, and to comply with all
 25 provisions of the FHA, including 42 U.S.C. § 3617.

26

ii. Fair Housing Compliance Officer and Fair Housing Compliance

24. Redfin shall identify a senior executive to serve as Fair Housing Compliance Officer. The designated individual will be a point-of-contact for Plaintiffs regarding settlement implementation and identify lines of communication and practices within and between Redfin's Board of Directors and Executive Suite to ensure compliance with anti-discrimination laws and this Agreement.

25. The Fair Housing Compliance Officer will ensure Redfin's real estate brokerage policies comply with fair housing laws, including evaluating whether they adversely impact Non-White communities or Non-White prospective home buyers or sellers, and oversee and ensure Redfin's compliance with the terms of this Agreement.

iii. Equal Opportunity In Housing Policy

26. Redfin shall adopt a written equal opportunity in housing policy. Within thirty days of the Effective Date, Redfin will (a) ensure that each of its directors, employees, Associate Agents, and Partner Agents receives a copy of the policy; and (b) post the policy on its website.

iv. Fair Housing Training

27. NFHA will develop fair housing training content (to supplement or replace Redfin's current fair housing training program content) designed for use with Redfin's employees, Associate Agents, and Partner Agents. Redfin will meet with NFHA within sixty days of the Effective Date to provide information and input to enable NFHA to develop an effective, customized fair housing training program for Redfin. Within 120 days after the meeting, NFHA will provide Redfin a draft of the training content in the form of PowerPoint slides with detailed training presentation notes, as well as knowledge check questions and training scenarios. NFHA's training content shall include a notation designating the training content as NFHA's proprietary information ("NFHA Notation"). Redfin will provide feedback to NFHA on the content within thirty days of receiving it, and NFHA will deliver a revised draft, which shall include the NFHA Notation, to Redfin within forty-five days of the date it receives Redfin's feedback. Redfin shall have the right to make the final determination, in its sole

1 discretion, as to the content and form of the fair housing training actually provided to employees,
 2 Associate Agents, and Partner Agents, provided that Redfin shall not reject NFHA's proposed
 3 content without a good faith reason for doing so. Redfin will put the approved training content
 4 (the "Approved Training Content") into its desired training format(s) (together with the
 5 "Approved Training Content," the "Approved Fair Housing Training"), and begin to use the
 6 training within 120 days after receiving the revised draft from NFHA. Both the Approved
 7 Training Content and the Approved Fair Housing Training shall include a prominent notation
 8 indicating that they include NFHA and Redfin proprietary information and prohibiting further
 9 dissemination beyond the intended recipients. Redfin shall not make material modifications to
 10 the Approved Training Content during the term of this Agreement without first providing NFHA
 11 notice and an opportunity to comment on Redfin's proposed modification(s). Within thirty days
 12 of Redfin presenting any proposed modification(s) to the Approved Training Content to NFHA,
 13 NFHA may provide suggestions or recommendations, which Redfin will consider in good faith
 14 before implementing the proposed modification(s) to the Approved Training Content.

15 28. Redfin shall provide NFHA with a copy of all fair housing training materials
 16 created and disseminated by Redfin headquarters pursuant to this Section and during the term of
 17 the Agreement. This Section does not prevent Redfin from providing additional fair housing
 18 training or information to its employees during the term of the Agreement.

19 29. Once adopted, Redfin shall require that all employees, executives, and Associate
 20 Agents complete the Approved Fair Housing Training. Redfin will also distribute the Approved
 21 Fair Housing Training to Partner Agents and require certification that the Partner Agent has
 22 completed either the Approved Fair Housing Training provided by Redfin, or any fair housing
 23 training required by the Partner Agent's applicable state and local laws, or state or local real
 24 estate licensing agencies.

25 30. NFHA hereby grants to Redfin a nonexclusive, non-transferable, non-
 26 sublicensable, permanent, irrevocable, fully paid, royalty-free worldwide license to use the
 27 portions of the Approved Training Content created by NFHA, including the right to copy,

1 modify, display, and disclose to Redfin employees, independent contractors, Partner Agents and
 2 other third parties deemed by Redfin to be reasonably necessary to effect the purposes of this
 3 Section IV(G)(iv), such as printing or software vendors. Redfin acknowledges that NFHA
 4 retains ownership, and all right, title, and interest, including all intellectual property rights, in the
 5 portion of the Approved Training Content created by NFHA. Redfin agrees not to sell to anyone
 6 the Approved Training Content created by NFHA. Nothing in this Agreement will vest in
 7 Redfin any ownership interest or intellectual property rights in the portion of the Approved
 8 Training Content created by NFHA, beyond those described in this Paragraph. Redfin
 9 acknowledges that NFHA will incur serious harm to its intellectual property rights if Redfin
 10 violates this Agreement by sharing, distributing, or selling NFHA's portion of the Approved
 11 Training Content to parties other than those described in this Paragraph; NFHA; however,
 12 acknowledges that this Agreement requires Redfin to distribute the Approved Fair Housing
 13 Training to thousands of Partner Agents affiliated with other brokerages, and that Redfin shall
 14 not be liable if those Partner Agents (or others to whom Redfin has provided the Approved Fair
 15 Housing Training in accordance with this Agreement) disseminate the Approved Fair Housing
 16 Training, including NFHA's portion of the Approved Training Content.

17 SECTION V

18 BUYERS' AGENT SERVICE COMMITMENT

19 31. The following definitions apply to this Section V ("Buyers' Agent Service
 20 Commitment"):

21 a. "Contact" refers to a person who (1) requests Buy-side agent service from
 22 or through Redfin, such as a request to tour a home; to be connected to a buyer's real-estate
 23 agent; or to make an offer on a home; and (2) is requesting Buy-side agent service from or
 24 through Redfin either (a) for the first time, or for the first time in over a year; or (b) after having
 25 already bought a home through Redfin or a Partner Agent.

26 b. "Customer" refers to a person who receives personal Redfin Buy-side
 27 service, such as being taken on a home tour by a Redfin employee agent or Associate Agent;

1 meeting or conferring with a Redfin employee agent to discuss the person's homebuying goals or
 2 the homebuying process; or submitting an offer to purchase a home through Redfin.

3 c. "New Buy-side Customers" refers to Customers derived from Contacts for
 4 whom Redfin can determine from the initial request for Buy-side service the location and price
 5 of the home in which the requester is expressing interest.

6 32. For each quarter during the term of the Agreement, at least eleven percent (11%)
 7 of Redfin's New Buy-side Customers (not including people referred by Redfin to Partner
 8 Agents) within each of the counties identified in the Side Letter (collectively, the "Service
 9 Counties") will be New Buy-side Customers whose initial requests for service can be determined
 10 to relate to homes listed below the Target Price for the Service County in which the home is
 11 listed. In meeting its Service Commitment, Redfin will offer service to people expressing
 12 interest in homes below the Target Price without other regard to the price of the home in which
 13 the person has expressed interest. For the avoidance of doubt, nothing in this Paragraph prevents
 14 Redfin from referring people expressing interest in homes below the Target Price to Partner
 15 Agents, to the extent Partner Agents have capacity, or from declining to offer service or a referral
 16 where neither Redfin employee agents nor Partner Agents have capacity, so long as at least
 17 eleven percent (11%) of Redfin's New Buy-side Customers (not including people referred by
 18 Redfin to Partner Agents) within each of the Service Counties are New Buy-side Customers
 19 whose initial requests for service can be determined to relate to homes listed below the Target
 20 Price for the Service County in which the home is listed.

21 33. The Target Price for each Service County will adjust (up or down) annually
 22 commensurate with the annual percentage change in the median home price for that Service
 23 County, as published by the National Association of REALTORS® (NAR). The annual Target
 24 Price adjustment will occur on each anniversary of the end of the quarter in which the Effective
 25 Date falls (for example, if the Effective Date is March 25, the end of the quarter in which the
 26 Effective Date falls is March 31). No fewer than thirty days before implementing Target Price
 27 adjustments pursuant to this Paragraph, Redfin will notify Plaintiffs of the updated Target Prices.

1 34. Redfin's Service Commitment will be fully implemented within one year of the
 2 Effective Date. Before implementation (and within six months of the Effective Date), Redfin
 3 will report to NFHA, as Plaintiffs' representative, regarding its progress in developing the
 4 Service Commitment. Once Redfin implements the Service Commitment, Redfin will report to
 5 NFHA and meet with NFHA, as Plaintiffs' representative, regarding its implementation of the
 6 Service Commitment. Redfin will provide the initial report to NFHA and meet with NFHA
 7 approximately six months after the date on which the Service Commitment is first implemented.
 8 The reports shall include (a) the date and time of each Contact within the Service Counties, (b)
 9 the price of the home about which each Contact within a Service County initially inquired, (c)
 10 the address of the home about which each Contact within a Service County initially inquired,
 11 including the county and zip code, (d) the type of property about which each Contact within a
 12 Service County initially inquired, (e) whether each Contact within a Service County is referred to
 13 a Redfin employee agent or a Partner Agent, and (f) whether each Contact within a Service
 14 County became a Customer. Redfin will consider in good faith any requests by Plaintiffs for
 15 additional specific information related to the implementation of the Service Commitment.
 16 Following the initial report and meeting, Redfin will report to NFHA and meet with NFHA
 17 within thirty days before the first, second, and third anniversaries of the date on which Redfin
 18 first implements the Service Commitment. Redfin shall provide NFHA with its reports at least
 19 fifteen days before meeting with NFHA.

20 35. If Redfin (a) ceases to operate in a Business Market due to changes in business or
 21 economic conditions unrelated to this Agreement, (b) is unable to meet the Service Commitment
 22 in one or more Service Counties because of insufficient demand from New Buy-side Customers
 23 whose initial requests for service relate to homes listed below the Target Price, or (c) is unable to
 24 meet the Service Commitment in one or more Service Counties because of factors substantially
 25 beyond its control, Redfin will notify NFHA, as representative for Plaintiffs, within thirty days
 26 of determining it will be unable to meet the Service Commitment. The notification will include:
 27 (a) the basis for Redfin's determination, and (b) whether (and when) Redfin expects to be able to

1 resume its Service Commitment in the affected county. Within thirty days of receiving Redfin's
 2 notice, Plaintiffs may notify Redfin if they disagree with Redfin's determination, and provide the
 3 basis for their disagreement. Redfin will consider Plaintiffs' position in good faith as part of its
 4 determination of whether and how Redfin will be able to resume its Service Commitment in the
 5 affected Service County.

6 SECTION VI

7 **DEADLINES, MEETINGS AND REPORTING, AND CONFIDENTIALITY**

8 36. The deadlines and dates for performance by Redfin or Plaintiffs under this
 9 Agreement may be extended or modified by written agreement of Redfin and NFHA, as
 10 Plaintiffs' representative.

11 37. The Parties agree to work together in good faith to efficiently schedule any
 12 meetings that may be required or requested in connection with either Party's reporting or
 13 presentation obligations under this Agreement, scheduling meetings in tandem where feasible.

14 38. The following shall be treated, or continue to be treated, as confidential by the
 15 Parties, including during any dispute resolution process (the "Confidential Information"): (a)
 16 any written or oral information or communications exchanged by the Parties during settlement
 17 negotiations prior to the Parties' execution of this Agreement, and (b) any written or oral
 18 information or communications exchanged by the Parties pursuant to the Agreement.

19 39. The Parties shall not disclose Confidential Information to any other person or
 20 entity except: (i) with the providing Party's prior written consent, which the other Party may in
 21 its sole discretion grant or deny; (ii) pursuant to a validly executed subpoena; (iii) to a Party's
 22 agents, including attorneys, investment and tax advisors and accountants, all on a need-to-know
 23 basis, who shall be advised of and requested to agree to maintain the confidentiality of the
 24 Confidential Information; or (iv) pursuant to a court order. If a Party or its counsel receives a
 25 subpoena or court order calling for disclosure of the Confidential Information, the Party agrees to
 26 give the disclosing Party written notice of the subpoena or court order so the other Party has the
 27 opportunity to seek a protective order or make a motion to quash to prevent any disclosure of the

1 Confidential Information. Any Party receiving such a subpoena or court order agrees to provide
2 the other Party with written notice no later than ten (10) business days before the date for
3 production or testimony, provided that if the Party does not receive sufficient notice of the
4 subpoena or court order to comply with this provision, the Party shall provide the maximum
5 notice practicable under the circumstances. Each Party further agrees not to testify or produce
6 documents any earlier than the date required by any subpoena or court order seeking
7 Confidential Information. In any proceeding before the Court in connection with this
8 Agreement, the Parties agree to seek the Court's permission to file Confidential Information
9 under seal.

10 40. The Parties may not make use of the Confidential Information, or any written or
11 oral information or communications exchanged by the Parties during settlement negotiations
12 prior to the Parties' execution of this Agreement, or exchanged by the Parties pursuant to the
13 Agreement, or provided to another Party pursuant to any reporting obligations in this Agreement
14 in any manner in or as the basis for any lawsuits, legal claims, complaints, or other
15 administrative or adjudicative proceedings.

SECTION VII

MONETARY RELIEF

18 41. Redfin will pay the total sum of four million dollars (\$4,000,000) in full and final
19 settlement of all of Plaintiffs' claims for damages against Redfin in this Action, including but not
20 limited to claims for: alleged diversion of Plaintiffs' resources; frustration of Plaintiffs' mission;
21 alleged community harm, including Plaintiffs' future work in carrying out the Agreement terms
22 such as any monitoring, testing, reporting, meetings or consultations, and design of fair housing
23 training; punitive damages; and attorneys' fees and costs ("Settlement Amount"). The
24 Settlement Amount shall be paid via electronic funds transfer to Plaintiff's counsel, Emery Celli
25 Brinckerhoff Abady Ward & Maazel LLP ("ECBAWM"), on behalf of Plaintiffs, as follows: (1)
26 three million dollars (\$3,000,000) shall be paid within thirty (30) days of the Effective Date,
27 provided that, at least fifteen days before the due date for this payment, Redfin must receive (a) a

1 W-9 for each Plaintiff and ECBAWM, and (b) wire instructions for ECBAWM, on the firm's
 2 letterhead; (2) one million dollars (\$1,000,000) shall be paid on or before the one year
 3 anniversary of the Effective Date.

4 42. The one million dollars (\$1,000,000) of the Settlement Amount that Redfin is
 5 required to pay on or before the one year anniversary of the Effective Date shall be used to fund
 6 programs devoted to expanding home ownership opportunities (the "Opportunity Fund"),
 7 including programs that Plaintiffs administer.

8 43. The Opportunity Fund will be allocated only to programs designed to increase
 9 homeownership opportunities in the ten metropolitan areas discussed in the Complaint, through
 10 activities such as, but not limited to, the following: down-payment assistance programs;
 11 financial literacy workshops and credit counseling; and first-time homebuyer counseling
 12 programs. Plaintiffs will allocate the funds only to organizations qualified under 26 U.S.C.
 13 § 501(c)(3) that they determine to be capable of delivering programs in each applicable
 14 geography. Funds from the Opportunity Fund may be allocated to any Plaintiff organization that
 15 offers qualifying programs. NFHA, as Plaintiffs' representative, will report to Redfin on the
 16 intended allocation of the Opportunity Fund within nine months of the Effective Date, providing
 17 a brief description of the programs that will receive funds and the amounts allocated to those
 18 programs. Within thirty days thereafter, Redfin will provide NFHA with any objections,
 19 suggestions, or feedback Redfin may have in response to proposed allocations, which Plaintiffs
 20 will consider in good faith before making final allocation decisions.

21 44. Plaintiffs and Redfin each acknowledge and agree that they have not made any
 22 representations to each other with respect to the tax effects, if any, of this Agreement, and that
 23 each shall be solely responsible for the tax liability, if any, arising from this Agreement,
 24 including without limitation with respect to the payment of Settlement Amounts described in
 25 Paragraph 41, above.

1 SECTION VIII

2 RELEASES

3 45. Except for the right to enforce this Agreement, Plaintiffs fully and forever release
 4 and forever discharge Redfin and each and all of Redfin's respective assigns, parents,
 5 subsidiaries, affiliates, predecessors and successors in interest (collectively, "Released Entities"),
 6 and each and all of the Released Entities' past or present principals, employees, agents,
 7 representatives, managers, officers, directors, shareholders, partners, members, heirs, attorneys,
 8 and insurers (together with the Released Entities, collectively, the "Releasees") from any and all
 9 liability, claims, or rights of action, damages, costs, expenses, and compensation of any kind or
 10 nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected
 11 or unsuspected, arising from, relating to, or in connection with the facts, matters, claims, causes
 12 of action and allegations asserted in this Action, whether known or unknown, from the beginning
 13 of time to the latest signature date on this Agreement, including, but not limited to, any and all
 14 claims for injunctive relief, compensatory damages, punitive damages, attorneys' fees, and costs,
 15 as well as any and all claims for violations of the FHA, 42 U.S.C. § 3601 *et seq.*, or the FHA's
 16 analogues under any state or local law ("Plaintiffs' Released Claims"). This release
 17 encompasses claims in any way arising out of, concerning, or relating to the Action. Plaintiffs
 18 further represent that they are not currently aware of any facts not alleged in the Complaint that
 19 they believe give rise to a colorable legal claim by them against the Releasees, other than
 20 Plaintiffs' Released Claims.

21 46. Except for the right to enforce this Agreement, Redfin fully and forever releases
 22 and forever discharges Plaintiffs and each and all of their assigns, parents, subsidiaries, affiliates,
 23 predecessors and successors in interest (collectively, "Released Plaintiff Entities"), and each and
 24 all of the Released Plaintiff Entities' past or present principals, employees, agents,
 25 representatives, managers, officers, directors, shareholders, partners, members, heirs, attorneys,
 26 and insurers (together with the Released Plaintiff Entities, collectively, the "Plaintiff Releasees")
 27 from any and all liability, claims, or rights of action, damages, costs, expenses, and

1 compensation of any kind or nature whatsoever, in law, equity or otherwise, whether known or
2 unknown, vested or contingent, suspected or unsuspected, arising from, arising out of, relating
3 to, or in connection with the facts, matters, claims, causes of action, and allegations asserted in
4 this Action, whether known or unknown, from the beginning of time to the latest signature date
5 on this Agreement. This release encompasses claims in any way arising out of, concerning, or
6 relating to the Action including, without limitation, the assertion of any defenses or
7 counterclaims.

SECTION IX

NO ADMISSIONS; PUBLICITY

10 47. Nothing in this Agreement shall be deemed to be an admission by Redfin that it
11 has in any way violated any laws or rights defined in the constitutions, statutes, ordinances, rules,
12 or regulations of the United States, any state, or any locality, or that it has engaged in any of the
13 conduct alleged in the Complaint. The Parties have entered into this Settlement Agreement for
14 the purpose of avoiding the burdens and expense of protracted litigation.

15 48. The Parties will issue a joint statement to be made public upon the filing of this
16 Agreement with the Court, which recognizes (a) the Parties' joint commitment to the fair
17 housing goals embodied in this Agreement, (b) the progress toward those goals reflected in this
18 Agreement, and (c) the work that remains to be done to eradicate the historical impact of
19 systemic racism on the residential real estate industry. No Party shall be restricted in its ability
20 to communicate with the public or the media.

SECTION X

**DISMISSAL, GOVERNING LAW, DISPUTE RESOLUTION,
AND RETENTION OF JURISDICTION**

24 49. The Parties agree, simultaneously with their execution of this Agreement, to
25 execute a stipulation dismissing the Action with prejudice, subject to the Court's retention of
26 jurisdiction for the purpose of interpreting and enforcing the terms of this Agreement.

1 50. Counsel for Plaintiffs will file a Stipulation and Order of Dismissal with
 2 prejudice, in the form attached hereto as Exhibit A, within three business days after the Parties
 3 have fully executed this Agreement. This Agreement will be attached as an exhibit to the
 4 Stipulation and Order of Dismissal. The Parties will jointly ask the Court to “so-order” the
 5 stipulation and agree to retain jurisdiction for the limited purpose set out above.

6 51. This Agreement shall be governed by and construed in accordance with federal
 7 law and, to the extent federal law does not address the issue, the substantive law of the State of
 8 Washington without regard to conflict of laws principles.

9 52. Any disputes regarding the interpretation, implementation, or alleged violation of
 10 the Agreement shall be resolved as follows:

11 a. During the term of the Agreement, either Party may monitor the
 12 compliance of the other Party’s implementation of its obligations under the Agreement. Both
 13 Parties will treat the results of such monitoring as confidential pursuant to Section VI, above, and
 14 may not make use of the results of such monitoring in any manner in or as the basis for any
 15 lawsuits, legal claims, complaints, or other administrative or adjudicative proceedings, other than
 16 a dispute raised pursuant to this Section of the Agreement.

17 b. A Party will notify the other Party in writing if a Party believes the other
 18 Party is not in compliance with any term of the Agreement and allow the allegedly non-
 19 compliant Party at least sixty days from receipt of any such written notice to cure. As part of the
 20 sixty-day notice and opportunity to cure time period, the Parties will meet and confer in good
 21 faith and attempt to resolve the matter. The Parties intend and commit to collaborate in good
 22 faith to resolve any disputes that may arise between them.

23 c. If the Parties cannot resolve the dispute, they will submit their
 24 disagreement to be mediated by Linda Singer or, if Ms. Singer is unable or unwilling to serve,
 25 another mediator mutually agreeable to the Parties. Any mediation will take place in Seattle,
 26 Washington, D.C., or virtually, at the mediator’s option, with Redfin to pay three-quarters of the
 27 mediator’s fee, and NFHA to pay one-quarter.

1 d. If the Parties engage in mediation in good faith but are unable to resolve
2 the dispute through mediation, any Party may, with at least thirty days' written notice to the other
3 Party summarizing the alleged dispute and proposed remedy, bring the dispute before the United
4 States District Court for the Western District of Washington, which will retain jurisdiction over
5 the Action for the purpose of enforcing the Agreement.

6 e. The Parties will pay their own attorney's fees and costs in connection with
7 any dispute resolution process under this Paragraph, and in any action to enforce the terms of this
8 Agreement.

9 SECTION XI

10 NOTICES

11 53. Any notice to Plaintiffs required by this Agreement shall be sent via email to:

12 Diane L. Houk
13 Emery Celli Brinckerhoff Abady Ward & Maazel LLP

14 and

15 Morgan Williams
16 National Fair Housing Alliance

17 Any notice to Redfin in connection with this Agreement shall be sent via email to:

18 Chava Brandriss
19 Davis Wright Tremaine LLP

20 and

21 Anthony Kappus
Redfin Corporation

22 SECTION XII

23 CONSTRUCTION AND SEVERABILITY

24 54. This Agreement will be deemed to have been jointly drafted, and no provision
25 will be interpreted or construed for or against any Party because that Party drafted or requested
26 the provision or this Agreement as a whole.

1 55. The section headings in this Agreement are used for convenience only and will
 2 not be used in construing the Agreement.

3 56. If any provision in this Agreement is declared invalid or unenforceable by a court
 4 having competent jurisdiction, this Agreement will survive except for the part declared invalid or
 5 unenforceable by order of such court, unless the elimination of the invalid provision will
 6 materially affect the intent of the Agreement. The Parties will use their best efforts to agree upon
 7 a valid and enforceable provision as a reasonable substitute for any provision declared invalid or
 8 unenforceable.

9 57. The terms set forth in this Agreement and the Side Letter constitute the complete
 10 and exclusive statement of the agreement between the Parties relating to the subject matter of
 11 this Agreement, superseding all previous negotiations and understandings, whether oral or in
 12 writing, express or implied, and may not be contradicted by evidence of any prior or
 13 contemporaneous agreement.

14 58. Except as otherwise specified, this Agreement may not be modified or amended
 15 except by an instrument in a writing that specifically states that it is a supplement, modification,
 16 or amendment to this Agreement and is signed by an authorized representative of all of the
 17 Parties.

18 59. Each Party expressly represents and warrants that it has full legal capacity to enter
 19 into this Agreement, that a responsible representative has carefully read and fully understands
 20 this Agreement, that it has had the opportunity to review this Agreement with its attorneys, and
 21 that it has executed this Agreement voluntarily, without duress, coercion, or undue influence.

22 60. Each individual signing this Agreement warrants that the individual has the
 23 authority to enter into this Agreement on behalf of the Party for which that individual signs.

24 61. This Agreement may be executed in any number of counterparts and each such
 25 counterpart will be deemed to be an original. For purposes of executing this Agreement, a
 26 document signed and transmitted by facsimile or email will be treated as an original document
 27 and have the same binding legal effect as an original signature on an original document.

1 FOR PLAINTIFFS:

2 NATIONAL FAIR HOUSING ALLIANCE

3 By: Lisa Rice

4 Lisa Rice, President & CEO

5 Date: Apr 28, 2022

FOR DEFENDANT:

REDFIN CORPORATION

By: Anthony Kappus, Chief Legal Officer

Date: _____

6 FAIR HOUSING CENTER OF
7 METROPOLITAN DETROIT

8 By: _____
9 Steve Tomkowiak, Executive Director

10 Date: _____

11 FAIR HOUSING JUSTICE CENTER, INC.

12 By: _____
13 Elizabeth Grossman, Executive Director

14 Date: _____

15 FAIR HOUSING RIGHTS CENTER IN
16 SOUTHEASTERN PENNSYLVANIA

17 By: _____
18 Angela McIver, CEO

19 Date: _____

1 FOR PLAINTIFFS:

2 NATIONAL FAIR HOUSING ALLIANCE

3
4 By: _____
Lisa Rice, President & CEO

5 Date: _____

6
7 FAIR HOUSING CENTER OF
METROPOLITAN DETROIT

8
9
10 By: Steve Tomkowiak
Steve Tomkowiak (Apr 28, 2022 11:17 EDT)
Steve Tomkowiak, Executive Director

11 Date: Apr 28, 2022

12
13 FAIR HOUSING JUSTICE CENTER, INC.

14
15 By: _____
Elizabeth Grossman, Executive Director

16 Date: _____

17
18
19 FAIR HOUSING RIGHTS CENTER IN
SOUTHEASTERN PENNSYLVANIA

20
21
22 By: _____
Angela McIver, CEO

23 Date: _____

FOR DEFENDANT:

REDFIN CORPORATION

By: _____
Anthony Kappus, Chief Legal Officer

Date: _____

1 FOR PLAINTIFFS:

2 NATIONAL FAIR HOUSING ALLIANCE

3
4 By: _____
Lisa Rice, President & CEO

5 Date: _____

FOR DEFENDANT:

REDFIN CORPORATION

By: _____
Anthony Kappus, Chief Legal Officer

Date: _____

7
8 FAIR HOUSING CENTER OF
METROPOLITAN DETROIT

9
10 By: _____
Steve Tomkowiak, Executive Director

11 Date: _____

13
14 FAIR HOUSING JUSTICE CENTER, INC.

15 By: Elizabeth Grossman
Elizabeth Grossman (Apr 28, 2022 14:42 EDT)
Elizabeth Grossman, Executive Director

16 Date: Apr 28, 2022

18
19
20 FAIR HOUSING RIGHTS CENTER IN
SOUTHEASTERN PENNSYLVANIA

22 By: _____
Angela McIver, CEO

23 Date: _____

1 FOR PLAINTIFFS:

2 NATIONAL FAIR HOUSING ALLIANCE

3
4 By: _____
Lisa Rice, President & CEO

5 Date: _____

FOR DEFENDANT:

REDFIN CORPORATION

By: _____
Anthony Kappus, Chief Legal Officer

Date: _____

FAIR HOUSING CENTER OF
METROPOLITAN DETROIT

10 By: _____
Steve Tomkowiak, Executive Director

11 Date: _____

12 FAIR HOUSING JUSTICE CENTER, INC.

13 By: _____
Elizabeth Grossman, Executive Director

14 Date: _____

15 FAIR HOUSING RIGHTS CENTER IN
16 SOUTHEASTERN PENNSYLVANIA

17 By: Angela McIver
18 Angela McIver, CEO

19 Date: Apr 28, 2022

1
2 HOPE FAIR HOUSING CENTER
3

4 By: 
Michael Chavarria, Executive Director

5 Date: Apr 28, 2022
6

7 LEXINGTON FAIR HOUSING COUNCIL
8

9 By: _____
Art Crosby, Executive Director

10 Date: _____
11

12 LONG ISLAND HOUSING SERVICES
13

14 By: _____
Ian Wilder, Executive Director

15 Date: _____
16

17
18 METROPOLITAN MILWAUKEE FAIR
HOUSING COUNCIL
19

20 By: _____
William Tisdale, President

21 Date: _____
22

23 OPEN COMMUNITIES
24

25 By: _____
Cheryl Lawrence, CEO

26 Date: _____
27

1
2 HOPE FAIR HOUSING CENTER
3

4 By: _____
Michael Chavarria, Executive Director

5 Date: _____
6

7 LEXINGTON FAIR HOUSING COUNCIL
8

9 By: Arthur Crosby
Arthur Crosby (Apr 28, 2022 10:38 EDT)
Art Crosby, Executive Director

10 Date: Apr 28, 2022
11

12 LONG ISLAND HOUSING SERVICES
13

14 By: _____
Ian Wilder, Executive Director

15 Date: _____
16

17
18 METROPOLITAN MILWAUKEE FAIR
HOUSING COUNCIL
19

20 By: _____
William Tisdale, President

21 Date: _____
22

23 OPEN COMMUNITIES
24

25 By: _____
Cheryl Lawrence, CEO

26 Date: _____
27

1
2 HOPE FAIR HOUSING CENTER
3

4 By: _____
Michael Chavarria, Executive Director

5 Date: _____
6

7 LEXINGTON FAIR HOUSING COUNCIL
8

9 By: _____
Art Crosby, Executive Director

10 Date: _____
11

12 LONG ISLAND HOUSING SERVICES
13

14 By: *Ian Wilder*
Ian Wilder (Apr 28, 2022 15:21 EDT)
Ian Wilder, Executive Director

15 Date: Apr 28, 2022
16

17
18 METROPOLITAN MILWAUKEE FAIR
HOUSING COUNCIL
19

20 By: _____
William Tisdale, President

21 Date: _____
22

23 OPEN COMMUNITIES
24

25 By: _____
Cheryl Lawrence, CEO

26 Date: _____
27

1
2 HOPE FAIR HOUSING CENTER
3

4 By: _____
Michael Chavarria, Executive Director

5 Date: _____
6

7 LEXINGTON FAIR HOUSING COUNCIL
8

9 By: _____
Art Crosby, Executive Director

10 Date: _____
11

12 LONG ISLAND HOUSING SERVICES
13

14 By: _____
Ian Wilder, Executive Director

15 Date: _____
16

17
18 METROPOLITAN MILWAUKEE FAIR
HOUSING COUNCIL
19

20 By: William R. Tisdale
William R. Tisdale (Apr 28, 2022 12:06 CDT)

21 William Tisdale, President

22 Date: Apr 28, 2022
23

24 OPEN COMMUNITIES
25

By: _____
Cheryl Lawrence, CEO

Date: _____
27

1
2 HOPE FAIR HOUSING CENTER
3

4 By: _____
Michael Chavarria, Executive Director

5 Date: _____
6

7 LEXINGTON FAIR HOUSING COUNCIL
8

9 By: _____
Art Crosby, Executive Director

10 Date: _____
11

12 LONG ISLAND HOUSING SERVICES
13

14 By: _____
Ian Wilder, Executive Director

15 Date: _____
16

17
18 METROPOLITAN MILWAUKEE FAIR
HOUSING COUNCIL
19

20 By: _____
William Tisdale, President

21 Date: _____
22

23 OPEN COMMUNITIES
24

25 By: Cheryl L. Lawrence
Cheryl L. Lawrence (Apr 28, 2022 10:54 CDT)
Cheryl Lawrence, CEO

26 Date: Apr 28, 2022
27

1
2 SOUTH SUBURBAN HOUSING CENTER
3

4 By: John R. Petruszak
John Petruszak, Executive Director
5 Date: Apr 28, 2022
6
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1 FOR PLAINTIFFS:

2 NATIONAL FAIR HOUSING ALLIANCE

3
4 By: _____
Lisa Rice, President & CEO

5 Date: _____

6
7 FAIR HOUSING CENTER OF
METROPOLITAN DETROIT

8
9 By: _____
Steve Tomkowiak, Executive Director

10 Date: _____

11 FAIR HOUSING JUSTICE CENTER, INC.

12 By: _____
Elizabeth Grossman, Executive Director

13 Date: _____

14 FAIR HOUSING RIGHTS CENTER IN
15 SOUTHEASTERN PENNSYLVANIA

16 By: _____
Angela McIver, CEO

17 Date: _____

FOR DEFENDANT:

REDFIN CORPORATION

By: 
Anthony Kappus, Chief Legal Officer

Date: Apr 28, 2022

Exhibit A

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SETTLEMENT AGREEMENT
(No. 2:20-cv-01586-JLR-TLF) -

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main • 206.757.7700 fax

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

NATIONAL FAIR HOUSING ALLIANCE;
9 FAIR HOUSING CENTER OF
METROPOLITAN DETROIT; FAIR
10 HOUSING JUSTICE CENTER; FAIR
HOUSING RIGHTS CENTER IN
11 SOUTHEASTERN PENNSYLVANIA; HOPE
FAIR HOUSING CENTER; LEXINGTON
12 FAIR HOUSING COUNCIL; LONG ISLAND
HOUSING SERVICES; METROPOLITAN
13 MILWAUKEE FAIR HOUSING COUNCIL;
OPEN COMMUNITIES; and SOUTH
14 SUBURBAN HOUSING CENTER,

No. 2:20-cv-01586-JLR-TLF

**STIPULATED MOTION AND
[PROPOSED] ORDER OF
DISMISSAL WITH PREJUDICE**

**Noted for Consideration:
April 29, 2022**

Plaintiffs,

V.

REDFIN CORPORATION,

Defendant.

STIPULATED MOTION

Pursuant to Federal Rule of Civil Procedure 41(a)(2), Local Civil Rule 10(g), and Local Civil Rule 7(d)(1), the parties jointly move the Court for the following relief:

1. Plaintiffs and Redfin have reached an agreement that resolves this litigation, the terms of which are memorialized in the Settlement Agreement attached hereto as Exhibit 1.

2. This action shall be dismissed with prejudice, subject to Paragraphs 3 and 4 below, and without costs or expenses to any party except as specifically provided for in the Settlement Agreement.

**SETTLEMENT AGREEMENT
(No. 2:20-cv-01586-JLR-TLF) -**

Davis Wright Tremaine LLP
LAW OFFICES
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
206.622.3150 main 206.757.7700 fax

1 3. The Parties jointly request that the Court retain jurisdiction over this action for the
2 sole purpose of interpreting or enforcing compliance with the terms of the Settlement
3 Agreement. Pursuant to Paragraph 52 of the Settlement Agreement, the parties will not seek
4 relief from the Court to resolve disputes until after there has been notice and an opportunity to
5 cure, followed by third-party mediation. The Court's jurisdiction will automatically terminate
6 three years after Defendant Redfin has notified Plaintiffs in writing that it has completed the
7 actions described in Paragraph 2 of the Settlement Agreement.

8 4. Plaintiffs condition their agreement to dismiss pursuant to this Stipulated Motion
9 on the Court retaining jurisdiction over this action for the sole purpose of interpreting or
10 enforcing compliance with the terms of the Settlement Agreement.

11
12 Dated: _____

13 DAVIS WRIGHT TREMAINE LLP
14 *Attorneys for Defendant Redfin Corporation*

15 By: _____

16 Stephen M. Rummage, WSBA #11168
17 Robert J. Maguire, WSBA #29909
18 Chava Brandriss, *Pro Hac Vice*
19 Arthur A. Simpson, WSBA #44479
20 920 Fifth Avenue, Suite 3300
21 Seattle, WA 98104-1610
22 Telephone: 206-622-3150
23 Fax: 206-757-7700
24 Email: steverummage@dwt.com
25 Email: robmaguire@dwt.com
26 Email: chavabrandriss@dwt.com
27 Email: arthursimpson@dwt.com

Dated: _____

EMERY CELLI BRINCKERHOFF
ABADY WARD & MAAZEL LLP
Attorneys for Plaintiffs

By: _____

Diane L. Houk, *Pro Hac Vice*
Samuel Shapiro, *Pro Hac Vice*
600 Fifth Avenue, 10th floor
New York, NY 10020
Telephone: 212-763-5000
Fax: 212-763-5001
Email: dhouk@ecbawm.com
Email: sshapiro@ecbawm.com

Dated: _____

MACDONALD HOAGUE & BAYLESS
Attorneys for Plaintiffs

By: _____

Jeffrey Lynn Taren, WSBA #50275
705 Second Avenue, Suite 1500
Seattle, WA 98104-1745
Telephone: 206-622-1604
Email: JeffreyT@mhb.com

ORDER

It is SO ORDERED. The Court shall retain jurisdiction over this action for the sole purpose of interpreting or enforcing compliance with the terms of the Settlement Agreement.

DATED this _____ day of _____, 2022.

Honorable James L. Robart
United States District Judge